



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

December 4, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AGREEMENT WITH MTS-DELFT USA FOR THE PROVISION OF
EQUIPMENT MAINTENANCE AND REPAIR SERVICES**
(Second District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign an agreement with MTS-Delft USA for equipment maintenance and repair services, currently being provided under a purchase order, effective December 31, 2003 through December 31, 2004, for a maximum obligation of \$99,000, in net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this recommended action is to enable the Department of Health Services (DHS) to obtain equipment maintenance and repair services for the picture archiving communications (PAC) system at Martin Luther King/Drew Medical Center, currently handled through the purchase order process.

The purchase order process has specific statutory limitations pertaining to service contracting and the authority to contract for services beyond a specific dollar threshold rests with the Board. The purchase order with MTS-Delft USA has reached the Purchasing Agent's statutory authority and now requires Board approval to allow MTS-Delft USA to continue to provide these services and the County to pay for the services. To maintain the provision of this service, DHS is seeking Board approval to enter into an agreement with MTS-Delft USA, pending the completion of a competitive bid process.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendation continues to support the Department's Strategic Plan proposal for flexibility in administration of contracts and is consistent with the requirements of the Chief Administrative Office.

FISCAL IMPACT/FINANCING:

The total maximum obligation for the provision of these services is \$99,000 in net County cost.

Funding for Fiscal Year 2003-04 services is included in this year's Adopted Budget. Funding will be requested for future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Applicable provisions of State statute and County Charter give the Purchasing Agent the exclusive authority and responsibility to purchase all furnishings, materials, supplies, fixtures, equipment, and all other personal property required by County departments. Concurrently, the Purchasing Agent authority includes engaging independent contractors for services up to \$100,000. The purchase order with MTS-Delft USA has reached the Purchasing Agent's statutory authority, and requires Board approval for the continuation of services, as well as a mechanism to make payment for those services rendered to the County.

The Department intended to develop Master Agreements to cover a variety of services including equipment maintenance and repair services. Due to critical staff shortages, the Department was unable to release competitive bids for this service by the end of calendar year 2003. The Department is continuing in its efforts to develop Master Agreements.

Under this Agreement, MTS-Delft USA will continue to provide routine preventive maintenance and repair services for the PAC system utilized in connection with radiology.

Based on the need to maintain this service without interruption, DHS is requesting approval to enter into an agreement with MTS-Delft USA for the continuation of equipment maintenance and repair services for the PAC system for the period of December 31, 2003 through December 31, 2004, pending the completion of a competitive bid process.

County Counsel has reviewed and approved the Agreement (Exhibit I) as to form and use.

The Honorable Board of Supervisors
December 4, 2003
Page 3

The Agreement includes provisions that allow either party to cancel or terminate, with or without cause, with a ten (10) calendar day prior written notice to the other.

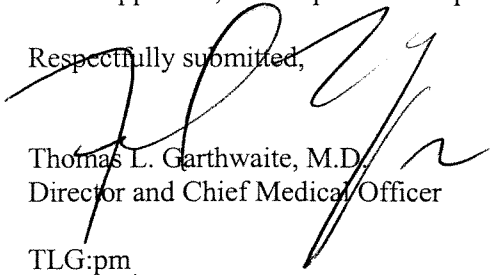
Attachment A provides additional information.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of this agreement will enable the Department to continue picture archiving communication system maintenance and repair services uninterrupted.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Acting Director, Internal Services Department

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Equipment maintenance and repair services for the picture archiving communications system.

2. AGENCY ADDRESS AND CONTACT PERSON:

MTS-Delft USA
206 East Garfield Road
Aurora, Ohio 44202
Attention: Larry Cornell
Telephone: (800) 290-2565
Facsimile: (330) 562-2988
E-mail: lcornell@mts.com

3. FINANCIAL INFORMATION:

The maximum allocation is \$99,000. Funding is included in the Department's Fiscal Year 2003-04 Adopted Budget and will be requested in future fiscal years.

4. TERM:

December 31, 2003 through December 31, 2004.

5. GEOGRAPHIC AREA TO BE SERVED:

Second District.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Willie T. May, Chief Executive Officer, Martin Luther King/Drew Medical Center

7. APPROVALS:

Contracts and Grants Division:	Riley J. Austin, Acting Chief
County Counsel (as to form):	Elizabeth Friedman, Senior Deputy

Contract No. _____

PICTURE ARCHIVING COMMUNICATION SYSTEM (PACS)
MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____ 2003,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and MTS-DELFT USA. (hereafter
"Contractor").

WHEREAS, pursuant to the provisions of Sections 1441 and
1445 of the California Health and Safety Code, County has
established and operates through its Department of Health
Services (hereafter "DHS" or "Department") various County
hospitals and other health facilities (all hereafter referred to
as "facilities"); and

WHEREAS, County employees and other staff are assigned to
work and provide services at such facilities in order to keep
such facilities and/or the programs located there operational;
and

WHEREAS, Contractor possesses the competence, expertise,
facilities and personnel to provide the radiological equipment

pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit "A", "Scope of Work", attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily the exclusive provider to County of radiological equipment maintenance services, and that County has, or may enter into, agreements with other providers of radiological equipment maintenance services, or may perform all or part of such services, when possible, using County employees.

(\$99,000) for the contract period December 31, 2003 through December 31, 2004.

6. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for radiological equipment maintenance services performed hereunder, or by any provision of this Agreement, during any of County's future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30 of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

7. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments

rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance

Angeles, California 90012-2659, and to DHS; Centralized Contract Monitoring Division, 5555 Ferguson Drive, Suite 210; Commerce, California 90022, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such

further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property,

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

any delegatee or assignee on any claim under this Agreement, as a consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction, for any claims which Contractor may have against County, whether under this Agreement or otherwise.

13. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision:
"This contract is a subcontract under the terms of a prime

performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled Additional Provisions,

and executed by the parties in the same manner as this Agreement.

19. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 206 East Garfield Road, Aurora, Ohio 44202. Contractor's primary business telephone number is (800) 290-2565, facsimile/FAX number is (330)562-2988, and electronic mail ("e-mail") address is lcornell@mts.com. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number, and/or e-mail address, as listed herein, or any other business address, business telephone number, facsimile/FAX number, and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

20. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director Health Services

MTS-DELFT USA
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

ta:06/26/03
AGREE/POFORMAGMT.PM

ADDITIONAL PROVISIONS

PICTURE ARCHIVING COMMUNICATION SYSTEM (PACS)
MAINTENANCE SERVICES AGREEMENT

TABLE OF CONTENTS

Paragraph No.	Title	Page (AP) No.
1.	ADMINISTRATION	1
2.	FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE	1
3.	NONDISCRIMINATION IN SERVICES	4
4.	NONDISCRIMINATION IN EMPLOYMENT	6
5.	FAIR LABOR STANDARDS ACT	9
6.	EMPLOYMENT ELIGIBILITY VERIFICATION	10
7.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	11
8.	RULES AND REGULATIONS	12
9.	STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE	13
10.	UNLAWFUL SOLICITATION	13
11.	AUTHORIZATION WARRANTY	14
12.	COUNTY LOBBYISTS	14
13.	RESTRICTIONS ON LOBBYING	14
14.	COUNTY'S QUALITY ASSURANCE PLAN	15
15.	RECORDS AND AUDITS	15

Paragraph No.	Title	Page (AP) No.
29.	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS	38
30.	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	38
31.	USE OF RECYCLED - CONTENT PAPER	39
32.	NOTICE OF DELAYS	39
33.	CONFLICT OF INTEREST	40
34.	TERMINATION FOR INSOLVENCY, DEFAULT, AND/OR IMPROPER CONSIDERATIONS AND CONVENIENCE	41
35.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	46
36.	SOLICITATION OF BIDS OR PROPOSALS	49
37.	GOVERNING LAWS, JURISDICTION, AND VENUE	50
38.	WAIVER	51
39.	SEVERABILITY	51
40.	COVENANT AGAINST CONTINGENT FEES	51
41.	CONTRACTOR'S OBLIGATION AS 'BUSINESS ASSOCIATE' UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA)	52

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies,

include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, or in any manner on the basis of a client's sexual orientation in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer,

notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine

including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against

participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. RULES AND REGULATIONS: During the time that Contractor's employees, or subcontractors are at Medical Center, Contractor and such persons shall be subject to the rules and regulation of Medical Center. Medical Center's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to Medical Center prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises,

Los Angeles County that have such a service.

11. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

13. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all such certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County

County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described herein above.

C. Federal Access to Records: If, and to the extent that, section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a

Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

16. REPORTS: Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

17. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable

material breach by Contractor for which County may immediately terminate this Agreement.

19. REFERRAL OF COUNTY EMPLOYEES FOR EMPLOYMENT WITH CONTRACTOR: Contractor shall accept referrals from DHS Human Resources of qualified County employees for consideration of employment with Contractor. Such consideration for employment shall be limited to the vacancies in Contractor's staff needed to perform services under this Agreement. If such referrals are offered employment, such offers shall be made once, shall be in writing, shall indicate whether the position is full-time or part-time, and shall be valid for a period of ten calendar days from the date the offer is made, unless such period is extended at Contractor's option. Such offers shall be for vacancies which occur in Contractor's staff, beginning with County's Board of Supervisors approval of this Agreement and throughout the term of this Agreement. Employment offers to County's employees shall be under at least the same conditions and rates of compensation which apply to other persons who are employed or may be employed by Contractor. Contractor shall maintain records of such offers to include a description of the position and duties, the rate of

Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described herein above: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee

from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the

22. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County.

and/or contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1)

material breach of contract upon which County may immediately suspend or terminate this Agreement.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's Child Support Services Department shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Termination for Default Paragraph of this Additional Provisions attachment to the Agreement.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders.

Contractor with the poster to be used.

26. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW")

PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

27. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County

service sites during the Agreement term.

28. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

30. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of

33. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so

found that consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

35. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's

in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. If

competitive selection procedures, in order to select providers for the continued provision of the services delivered or contemplated under this Agreement. County and/or DHS shall make the determination to solicit bids or proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future bids, proposals, or other competitive selection procedure, by virtue of its present status as Contractor.

37. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor,

of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

B. For purposes of this Paragraph 41, the following definitions apply:

1. "Disclose", and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

2. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

5. "Services" has the same meaning as in the body of the Agreement.

6. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Business Associate's internal operations.

7. Terms used, but not otherwise defined, in the this Paragraph 41 shall have the same meaning as those terms in the Privacy Regulations.

limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

E. Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to [the Departmental Privacy Officer], telephone number (800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
Los Angeles, CA 90012

F. Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected

receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

I. Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

J. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

Any accounting provided by Business Associate under this Section J shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement

M. Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

O. Disposition of Protected Health Information Upon Termination or Expiration.

(1) Except as provided in paragraph (2) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered

Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph 41.

R. Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 41 is contrary to another provision of this Agreement, the provision of this Paragraph 41 shall control. Otherwise, this Paragraph 41 shall be construed under, and in accordance with, the terms of this Agreement.

S. Regulatory References. A reference in this Paragraph 41 to a section in the Privacy Regulations means the section as in effect or as amended.

T. Interpretation. Any ambiguity in this Paragraph 41 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

U. Amendment. The parties agree to take such action as is necessary to amend this Paragraph 41 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations.

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scheduling, and staffing hours needed to properly provide PACS maintenance services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees (if any), salary history, and experience in providing services hereunder.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Contractor assumes the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

2. COUNTY PERSONNEL: County does not anticipate assigning County personnel or employees to assist Contractor on a full-time

a) Routine Preventive Equipment Maintenance

Services: Contractor shall provide routine preventive maintenance services for the Equipment listed in Attachment A, and maintenance of existing System, including, but not limited to, adding new modalities to the System, on days and at times mutually agreed to by Facility and Contractor. The number of preventive maintenance visits must meet the reasonable needs of Facility, must be performed in accordance with the owner manual recommendations regarding the frequency of preventive maintenance services, and must comply with all appropriate licensing and accrediting agency [e.g., Joint Commission on the Accreditation of Healthcare Organizations (here after "JCAHO"), Occupational Safety and Health Administration (hereafter "OSHA"), and Title 22,] and CAP standards.

Preventive maintenance services shall include, but not be limited to, equipment inspection, cleaning and lubrication, safety inspection, functional tests, preventive and corrective software maintenance, and adjustments or calibrations necessary to facilitate proper functioning of the equipment, and replacement of

Each year, Contractor shall provide Facility with an annual preventive maintenance schedule for all Equipment covered under this Agreement. Contractor shall include, as part of such annual preventive maintenance schedule, the Equipment preventive maintenance requirements established by Facility for specific Equipment. In any event, Contractor shall ensure that all Equipment is maintained to minimum regulatory compliance standards.

b) Repair services:

Contractor shall provide repair services on a twenty-four (24) hours per day, seven (7) days per week basis, including all legal holidays, at no additional cost to County. Contractor shall respond telephonically within twenty (20) minutes of a request for emergency repair services. The Contractor will provide telephone assistance on system management issues and initiate repairs from its remote location during the specified hours of coverage stated in Attachment A, attached hereto and incorporated herein by reference. If System repairs are not remedied by the Contractor from its

report) provided on each piece of Equipment at Facility. Such service report(s) shall i) meet all licensing, accrediting and regulatory agency requirements, ii) clearly identify the Equipment serviced by model number, serial number, Los Angeles County Capital Asset Leasing (LACCAL) or Los Angeles County number (if available), iii) include an itemization and description of services performed, including electrical checks and calibration reading, iv) list any parts installed, v) include the service date(s), and vi) give the name of the service technician who performed the service. A copy of such service report shall be given to the designated biomedical equipment coordinator at Facility at the time the service is performed. Such service reports are the property of County and shall remain on-site at Facility.

4. GENERAL CONTRACTOR REQUIREMENTS:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division with a copy of its

C. Contractor Personnel Qualifications: Contractor personnel providing services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

D. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County employee or patient is diagnosed with having an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility shall report such occurrences to Contractor.

vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

5. PAYMENT: As noted in the body of the Agreement (i.e. Paragraph 4, Billing and Payment, of the Agreement body), the fee received for radiological equipment maintenance services, effective December 31, 2003 through December 31, 2004, shall be as described in Attachment A.

In any event, the County will reimburse Contractor for radiological equipment maintenance rendered in the performance of Contractor's services described in the Agreement, as specifically invoiced with Contractor's bill. Contractor's bill shall indicate an all-inclusive rate. Director shall evaluate all services and tasks performed by Contractor. If, in Director's sole discretion, a service/task is not satisfactorily performed, Director shall provide Contractor with a written assessment of

Martin Luther King Jr./Drew Medical Center

PICTURE ARCHIVING COMMUNICATION SYSTEM (PACS)
MAINTENANCE SERVICES AGREEMENT

LOCATION	DESCRIPTION	QUARTERLY RATE
PACS Control room (T0-111).	Web Server CPU, Compaq Proliant ML350 SN: 6J31KZR2P01V Primary Image Server Compaq Proliant ML350 CPU SN: 6J31KZA2R014 Secondary Image Server Compaq Proliant ML350 CPU SN: 6J31KZA2R014 Compaq Storage Works RAID CPU: 9J0CDFD1ECVO CPU: 9J11FLY19NOY CPU: 911FLY1BNLZ	\$24,750 Payments shall be made in advance on a quarterly basis Total Agreement Cost \$99,000.00
Trauma ICU Ward A room (T1-212).	HP Workstation Xw4000 CPU SN: V305LGFZA059 2 Totoku High Resolution Monitors SN: L119004093, L119004033	
Trauma Radiology Reading, room (T1-101).	HP Workstation Xw4000 CPU SN: V247LGFZA240 2 Totoku High Resolution Monitors SN: L119004047, L119004035	
Radiology Reading CT Basement room (B0-29).	HP Workstation Xw4000 CPU SN: V305LGFZA065 2 Totoku High Resolution Monitors SN: L119004047, L119004038	
Radiology Reading CT Basement room (B0-29).	HP Workstation Xw4000 CPU SN: V303LGFZA192 2 Totoku High Resolution Monitors SN: L119003942, L119004036	
ER Radiology Reading, room (1016).	HP Workstation Xw4000 CPU SN: V247LGFZA027 2 Totoku High Resolution Monitors SN: L119004045, L119004037	